

**2010 COOPERATIVE AGREEMENT BETWEEN
WASHINGTON COUNTY AND
THE UTAH DIVISION OF WILDLIFE RESOURCES**

1. **PURPOSE.** The purpose of this Cooperative Agreement (Agreement) is to establish a cooperative relationship between Washington County and the State of Utah, Department of Natural Resources, Division of Wildlife Resources (Division), for funding studies and activities to be conducted to implement the Washington County Habitat Conservation Plan.
2. **BACKGROUND.** The Washington County Habitat Conservation Plan (HCP) was implemented in 1995 to reconcile conflicts between desert tortoise conservation and economic development. The HCP established the Red Cliffs Desert Reserve (Reserve) to maintain the long-term viability of desert tortoises within the Upper Virgin River Recovery Unit. In return, Washington County was granted an incidental take permit under Section 10(a) of the Endangered Species Act to allow development of tortoise habitat outside the Reserve, provided properties are cleared and released prior to surface disturbing activities. HCP signatories and cooperators include Washington County, the Division, the U.S. Fish and Wildlife Service, the Bureau of Land Management, and local municipalities.
3. **OBJECTIVES.** In order to accomplish activities identified in the HCP, participants signed an implementation agreement. Specific responsibilities of the Division include coordinating the monitoring of the Reserve, participating in the management of relevant areas of the Reserve, implementing programs for species of concern, assisting with funding and land acquisition, and assisting with tortoise clearances, removal surveys, and translocation activities. All of these activities are closely coordinated with the Washington County HCP Administration. Through this Agreement the Division may submit billing for HCP-approved and funded activities being conducted by the Division. Billing is anticipated to occur annually.
4. **RESULTS OR BENEFITS EXPECTED.** Implementation and completion of this agreement allows the Division to conduct HCP-approved activities that are anticipated to assist Washington County in meeting the responsibilities of the HCP permit, and contribute to the recovery of desert tortoise and the conservation of other target species of concern in Washington County.
5. **RESPONSIBILITIES AND FUNDING.**

Washington County shall:

Reimburse the Division for HCP activities conducted in accordance with scopes of work approved by the Habitat Conservation Advisory Committee (HCAC) and Washington County Commission, subject to availability of HCP funds.

The Division shall:

Submit scopes of work for anticipated HCP activities for review and approval by the HCAC and Washington County Commission.

Submit annual billing to Washington County for work completed in accordance with HCP-approved scopes of work.

Submit annual reports on all HCP-approved scopes of work

6. **2010 RESPONSIBILITIES**

Responsibilities and costs for 2010 cooperative activities are described in the attached Scopes-of-Work:

- 1). *Desert Tortoise Monitoring in the Red Cliffs Desert Reserve – \$80,000.*
- 2). *Systematic Clearances of Remaining Incidental Take Properties Adjacent to the Red Cliffs Desert Reserve - \$25,000.*
- 3). *Evaluation of Southwest Willow Flycatcher Nesting Success along the Virgin River, Washington County, Utah - \$30,000.*

The Division will submit billing to Washington County in August 2010 for approved HCP Scopes-of-Work.

7. **PROJECT OFFICERS.**

For the District:

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Washington County Habitat Conservation Plan
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For the Division:

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8. **MODIFICATION.** This Agreement may be modified at any time during the period of performance by mutual consent of the parties, and shall be effective only upon written approval by all parties.
9. **TERMINATION.** This Agreement may be terminated by any of the parties upon 30 days written notice provided to the other parties.
10. **SIGNATURES**

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed as of the final date of signature.

WASHINGTON COUNTY

James Eardley, County Commissioner

Date

UTAH DIVISION OF WILDLIFE RESOURCES

James Karpowitz, Director

Date